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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION

In re:

MERIDIAN RESTAURANTS UNLIMITED, LC;  
LOVELOUD RESTAURANTS, LC;  
AZM RESTAURANTS, LC; HR  
RESTAURANTS, LC; MR RESTAURANTS, LC;  
NDM RESTAURANTS, LC; and  
NKS RESTAURANTS, LC,

Debtors-in-Possession.

Bankruptcy Case No. 23-20731-KRA  
Bankruptcy Case No. 23-20732-KRA  
Bankruptcy Case No. 23-20733-KRA  
Bankruptcy Case No. 23-20736-KRA  
Bankruptcy Case No. 23-20737-KRA  
Bankruptcy Case No. 23-20738-KRA  
Bankruptcy Case No. 23-20739-KRA

Chapter 11

Judge Kevin R. Anderson

**Jointly Administered Under  
Bankruptcy Case No. 23-20731-KRA**

[Filed via ECF]

**NOTICE OF ADEQUATE ASSURANCE AND ASSUMPTION AND  
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES IN CONNECTION WITH ASSET PURCHASE AGREEMENT WITH  
DAKOTA RESTAURANT PARTNERS INC. (MINNESOTA/NORTH  
DAKOTA/MONTANA LOCATIONS)**

PLEASE TAKE NOTICE:

1. On July 25, 2023, the above-captioned Debtors (the “Debtors”)<sup>1</sup> filed with the United States Bankruptcy Court for the District of Utah (the “Bankruptcy Court”) a motion [Docket No. 389] (the “Motion”) seeking entry of (a) an order (i) authorizing and approving bidding procedures (the “Bidding Procedures”), to be used in connection with the disposition (the “Transaction”) of substantially all of the Debtors’ assets either in whole or in parts (the “Assets”; (ii) scheduling an auction for the Assets (the “Auction”); (iii) scheduling a hearing to approve the Transaction (the “Sale Hearing”); (iv) authorizing certain procedures related to the Debtors’ assumption and assignment of executory contracts and unexpired leases (the “Assignment Procedures”) in connection with any Transaction, including notice to each non-Debtors counterparty (each, a “Counterparty”) to an executory contract or unexpired lease (collectively, the “Contracts”) of the Debtors’ proposed cure amounts to cure all monetary defaults under the Contracts (the “Cure Costs”), if any, and notice of potential assumption and assignment of certain Contracts (collectively, the “Proposed Assumed Contracts”) in connection with the Transaction; and (v) granting related relief.

2. On August 2, 2023, the Court entered the *Order: (I) Approving the Bidding Procedures; (II) Approving Procedures for Approving Stalking Horse Bidders and Granting Bid Protections; (III) Approving Procedures for Assumption and Assignment of Certain Executory Contracts and Related Notices; (IV) Scheduling the Bid Deadline, the Auction and Sale Hearing; (V) Approving the Form and Manner of Notice Thereof; and (VI) Granting Related Relief* [Docket No. 411] (the “Bidding Procedures Order”). Under the Bidding Procedures Order, the deadline for persons or entities to submit Bids (as defined in the Bidding

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<sup>1</sup> Capitalized terms used herein but not defined herein will have the meanings ascribed such terms in the Bidding Procedures Order or Bidding Procedures.

Procedures) for the Debtors' Assets was on or before July 10, 2023, at 5:00 p.m. (prevailing Mountain Time) (the "Bid Deadline").

3. Pursuant to the Bidding Procedures Order, the Auction was held on September 19, 2023. On September 20, 2023, the Debtors filed a Report of Auction [Docket No. 525]. A copy of the Report of Auction is attached hereto as Exhibit 1.

4. The Sale Hearing will be held virtually on **Tuesday, September 26, 2023 at 1:30 p.m. (prevailing Mountain Time)**, before the Honorable Kevin Anderson, United States Bankruptcy Judge via Zoom.

5. Prior to the Bid Deadline, the Debtors received a Qualified Bid from Dakota Restaurant Partners Inc. ("Winning Bidder") for the purchase of twelve (12) of the Debtors' restaurants located in Minnesota, North Dakota and Montana for a purchase price of \$3,275,000, plus an additional \$129,000 as payment for certain inventory and cash on hand (calculated at \$10,000 per restaurant for inventory and \$750 per restaurant for cash on hand), for a total cash bid of \$3,404,000. There is not a Back-Up Bidder for these locations at this time.

6. The Debtors will seek approval of the Winning Bidder's asset purchase agreement ("APA") at the Sale Hearing.

7. In connection with the Winning Bidder's APA, and in accordance with the Assumption and Assignment Procedures set forth in the Bidding Procedures Order, the Debtors intend to assume and assign to the Winning Bidder certain executory contracts or unexpired leases (collectively, the "Contracts") of the Debtors. Each of the Debtors' Contracts which will be assumed and assigned to the Winning Bidder is identified as follows:

Contract	Counterparty	Restaurant Location	Store Number(s)
Franchise Agreements	Burger King Company LLC	All Listed Below	All Listed Below

Lease	Krantz Family Trust	2412 8th St. So., Moorhead, MN 56560	4934
Lease	BLT-Boise I, LLC	310 First St. East, Park Rapids, MN 56470	11345
Lease	Scott Bradac	416 N Central Ave, Sidney, MT 59270	25583
Lease	GRM Family, LLLP	1416 S. Washington St, Grand Forks, ND 58201	1589
Lease	Walsh Development, Inc.	315 South 3rd St, Bismarck, ND 58504-5520	2209
Lease	R.T. Development, L.L.C.	321 15th Street W., Dickinson, ND 58601-3017	8836
Lease	Botta Bros, LLC	2314 Highway 281 S., Jamestown, ND 58401	9915
Lease	R.T. Properties, L.L.C.	1400 East Main, Mandan, ND 58554-3770	11084
Lease	Bruce Miller	3151 32nd Ave. So., Grand Forks, ND 58201	11142
Lease	Prairie Grove, Inc.	5200 31st St. So., Fargo, ND 58104	22109
Lease	Agree Limited Partnership	1701 Hwy 2 E, Devils Lake, ND 58301	22687
Lease	George T. Duemeland 2nd IRR	840 26th Ave. E., West Fargo, ND 58078	23092

8. Pursuant to the Bidding Procedures Order, attached hereto as Exhibit 2 is the evidence of adequate assurance of future performance by the Winning Bidder under the Contracts identified herein. The evidence of adequate assurance of future performance includes the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee's financial ability to perform under the Contracts, and a contact person with the Winning Bidder who Contract Counterparties may contact if they wish to obtain further information regarding the Winning Bidder. The Winning Bidder will reasonably cooperate with the applicable Counterparty to provide any additional information reasonably requested by such Counterparty and/or respond to further inquiries from such Counterparty.

9. Any Counterparty to those Contracts identified herein that wishes to object to the assumption, assignment, and sale of the Contract based on the evidence of adequate

assurance of future performance with respect to such Contract (each, an “Adequate Assurance Objection”), shall file with the Bankruptcy Court and serve on the Notice Parties an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases thereof, including any appropriate documentation in support thereof, by no later than **September 22, 2023 at Noon (prevailing Mountain Time)** (the “Adequate Assurance Objection Deadline”).

10. Any Adequate Assurance Objection must be served on the following Notice Parties: (i) the Debtors’ Advisors: (a) Hilco Corporate Finance, LLC, 401 N. Michigan, Suite 1630, Chicago, IL 60611, Attn Teri Stratton ([tstratton@hilcofc.com](mailto:tstratton@hilcofc.com)) (b) Markus Williams Young & Hunsicker, LLC, 1775 Sherman Street, Suite 1950, Denver, Colorado 80203, Attn: James T. Markus ([jmarkus@markuswilliams.com](mailto:jmarkus@markuswilliams.com)), counsel to Debtors; (c) Ray, Quinney & Nebeker, PC, 36 South State Street, Salt Lake City Utah 84111; Attn: Michael Johnson ([mjohnson@rqn.com](mailto:mjohnson@rqn.com)); (d) Michael Thatcher, B. Riley Financial 35 East 100 South, Suite 1609, Salt Lake City, Utah 84111 ([mthatcher@brileyfin.com](mailto:mthatcher@brileyfin.com)), the Debtors’ Chief Restructuring Officer with a copy to Joseph Pegnia ([jpegnia@brileyfin.com](mailto:jpegnia@brileyfin.com)). (ii) Office of the United States Trustee, 405 South Main Street, Suite 300, Salt Lake City, Utah 84111, Attn: Peter J. Kuhn and Matthew J. Burne ([peter.j.kuhn@usdoj.gov](mailto:peter.j.kuhn@usdoj.gov) and [matthew.burne@usdoj.gov](mailto:matthew.burne@usdoj.gov)); (iii) the Committee’s Advisors: (a) Dundon Advisers, LLC, Ten Bank Street, Suite 1100, White Plains, NY 10606, Attn: Peter Hurwitz ([ph@dundon.com](mailto:ph@dundon.com)) and Lee Rooney ([lr@dundon.com](mailto:lr@dundon.com)), and (b) Foley & Lardner, LLP, 95 State Street, Suite 2500, Salt Lake City, UT 84111, Attn: Michael Small ([msmall@foley.com](mailto:msmall@foley.com)) and Ellen Ostrow ([eostrow@foley.com](mailto:eostrow@foley.com)); (iv) counsel to BKC: Venable LLP, 100 S.E. Second Street, Suite 4400, Miami, FL 33131, Attn: Paul J. Battista ([pjbattista@venable.com](mailto:pjbattista@venable.com)) and Glenn D. Moses ([gmoses@venable.com](mailto:gmoses@venable.com)) (collectively, the “Notice Parties”).

11. The Bidding Procedures Order requires that the Debtors and a Counterparty that has filed an Adequate Assurance Objection first confer in good faith to attempt to resolve the Adequate Assurance Objection without Bankruptcy Court intervention. If the parties are unable to consensually resolve an Adequate Assurance Objection prior to the commencement of the Sale Hearing, such objection, and all issues of adequate assurance of future performance, shall be determined by the Court at the Sale Hearing.

12. If a Counterparty fails to timely file with the Court and serve on the Notice Parties an Adequate Assurance Objection, (i) the Counterparty shall be deemed to have consented to the assumption, assignment, and sale of the Contract (unless the Counterparty has filed a timely Cure Objection or Assignability Objection with respect to the Proposed Assumed Contract) to the applicable Winning Bidder (and Backup Bidder if the Backup Bidder becomes the Winning Bidder) and forever shall be barred from asserting any objection with regard to such assumption, assignment, and sale, and (ii) the applicable Winning Bidder (and Backup Bidder if the Backup Bidder becomes the Winning Bidder) shall be deemed to have provided adequate assurance of future performance with respect to the applicable Proposed Assumed Contract in accordance with Bankruptcy Code section 365(f)(2)(B), notwithstanding anything to the contrary in the Proposed Assumed Contract, or any other document.

13. The inclusion of a Contract herein shall NOT constitute or be deemed a determination or admission by the Debtors, the applicable Winning Bidder(s) (and Backup Bidder(s) if any Backup Bidder becomes a Winning Bidder), or any other party in interest that such Contract or other document is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

14. The Debtors reserve all of their rights, claims, and causes of action with respect to each Contract listed herein. **The Debtors' inclusion of any Contract shall not be a guarantee that such Contract ultimately will be assumed or assumed and assigned.** This Notice shall be without prejudice to the Winning Bidder's rights (including any Backup Bidder's rights, if the Backup Bidder becomes the Winning Bidder), if any, under the asset purchase agreement, to subsequently exclude Proposed Assumed Contracts from the assumption or assignment prior to the closing of the Transaction.

15. The Debtors' assumption and/or assignment of a Contract is subject to approval by the Bankruptcy Court and consummation of one or more Transactions. Absent consummation of the respective Transaction and entry of an order approving the assumption and/or assignment of the applicable Contracts, the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

DATED: September 20, 2023.

Respectfully submitted,

RAY QUINNEY & NEBEKER P.C.

MARKUS WILLIAMS YOUNG &  
HUNSICKER LLC

By: /s/ Michael R. Johnson  
Michael R. Johnson (7070)  
David H. Leigh (9433)  
Elaine A. Monson (5523)  
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*Counsel for the Debtors-In-Possession*

-- and --

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James T. Markus  
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Email: lbryan@markuswilliams.com

*Counsel for the Debtors-In-Possession*

**CERTIFICATE OF SERVICE**

I hereby certify that on September 20, 2023, the foregoing **NOTICE OF ADEQUATE ASSURANCE AND ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH ASSET PURCHASE AGREEMENT WITH DAKOTA RESTAURANT PARTNERS INC. (MINNESOTA/NORTH DAKOTA/MONTANA LOCATIONS)** was electronically filed with the Clerk of Court using CM/ECF system, and therefore served via CM/ECF on all parties and counsel of record in these chapter 11 cases, and the foregoing Notice with exhibits were served on the Counterparties via electronic mail as follows:

Burger King Company LLC

E-mail: [pjbattista@venable.com](mailto:pjbattista@venable.com)

E-mail: [gmoses@venable.com](mailto:gmoses@venable.com)

E-mail: [TBeckett@parsonsbehle.com](mailto:TBeckett@parsonsbehle.com)

Krantz Family Trust

E-mail: [angela@krantzfamilytrust.com](mailto:angela@krantzfamilytrust.com)

BLT-Boise I, LLC

E-mail: [Sandy@SCMRS.com](mailto:Sandy@SCMRS.com)

Scott Bradac (c/o Kaitlyn Grange)

E-mail:

[Kaitlyn@MontanaCommercialManagement.com](mailto:Kaitlyn@MontanaCommercialManagement.com)

GRM Family, LLLP

E-mail: [MillerGlenR@yahoo.com](mailto:MillerGlenR@yahoo.com)

Walsh Development, Inc.

E-mail: [TWalshJR@dakotaking.com](mailto:TWalshJR@dakotaking.com)

R.T. Development, L.L.C.

E-mail: [TWalshJR@dakotaking.com](mailto:TWalshJR@dakotaking.com)

Botta Bros, LLC

E-mail: [rgbotta@aol.com](mailto:rgbotta@aol.com)

R.T. Properties, L.L.C.

E-mail: [TWalshJR@dakotaking.com](mailto:TWalshJR@dakotaking.com)

Bruce Miller

E-mail: [bruce\\_m@comcast.net](mailto:bruce_m@comcast.net)

Prairie Grove, Inc.

E-mail: [Gabe.Halley@truenorthsteel.com](mailto:Gabe.Halley@truenorthsteel.com)

Agree Limited Partnership

E-mail: [KLAL@agreerealty.com](mailto:KLAL@agreerealty.com)

George T. Duemeland 2nd IRR

E-mail: [debbie@duemelands.com](mailto:debbie@duemelands.com)

/s/ Matthew Faga

For Markus Williams Young & Hunsicker LLC



**EXHIBIT 1**

**Report of Auction**

Michael R. Johnson (7070)  
David H. Leigh (9433)  
Elaine A. Monson (5523)  
**RAY QUINNEY & NEBEKER P.C.**  
36 South State Street, 14<sup>th</sup> Floor  
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Email: lbryan@markuswilliams.com

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION

In re:

MERIDIAN RESTAURANTS UNLIMITED, LC;  
LOVELOUD RESTAURANTS, LC; AZM  
RESTAURANTS, LC; HR RESTAURANTS, LC;  
MR RESTAURANTS, LC; NDM  
RESTAURANTS, LC; and NKS RESTAURANTS,  
LC,

Debtors-in-Possession.

Bankruptcy Case No. 23-20731-KRA  
Bankruptcy Case No. 23-20732-KRA  
Bankruptcy Case No. 23-20733-KRA  
Bankruptcy Case No. 23-20736-KRA  
Bankruptcy Case No. 23-20737-KRA  
Bankruptcy Case No. 23-20738-KRA  
Bankruptcy Case No. 23-20739-KRA

Chapter 11  
Judge Kevin R. Anderson

**Jointly Administered Under  
Bankruptcy Case No. 23-20731-KRA**

[Filed via ECF]

**REPORT OF AUCTION**

Debtors Meridian Restaurants Unlimited, L.C. ("Meridian"), Loveloud Restaurants, L.C. ("Loveloud"), AZM Restaurants, L.C. ("AZM"), HR Restaurants, L.C. ("HR"), MR Restaurants, L.C. ("MR"), NDM Restaurants, L.C. ("NDM"), and NKS Restaurants, L.C. ("NKS") (collectively, the "Debtors"), debtors and debtors-in-possession in the above-captioned jointly administered chapter 11 case, by and through their undersigned counsel, hereby file this *Report*

of Auction in connection with the Auction held on September 19, 2023 (the “Auction”), and state as follows:

1. On August 2, 2023, the Court entered the Order: (I) *Approving the Bidding Procedures*; (II) *Approving Procedures for Approving Stalking Horse Bidders and Granting Bid Protections*; (III) *Approving Procedures for Assumption and Assignment of Certain Executory Contracts and Related Notices*; (IV) *Scheduling the Bid Deadline, the Auction and Sale Hearing*; (V) *Approving the Form and Manner of Notice Thereof*; and (VI) *Granting Related Relief* (Docket No. 411) (the “Bidding Procedures Order”). The Bidding Procedures Order approved bidding procedures (the “Bidding Procedures”) to govern the process for the sale at the public auction of substantially all the Debtors’ assets (the “Auction”).

2. Pursuant to the Bidding Procedures Order (Docket No. 411, p. 9, at ¶ 13), on September 6, 2023, the Debtors filed and served the Notice of Sale, Bidding Procedures, Auction, and Free and Clear Sale Hearing (“Notice of Auction”). See *Notice of Auction Sale*, Docket No. 460; *Certificate of Service*, Docket No. 498.

3. Pursuant to the Bidding Procedures Order and Notice of Auction, the Auction was held and concluded on September 19, 2023. The Auction began at 10:00 a.m. prevailing Mountain Time and continued through approximately 9:45 p.m.

4. The Debtors entered the Auction with ninety-one (91) operating restaurants. At the conclusion of the Auction, sixty-seven (67) restaurants will be sold subject to Court approval at the Sale Hearing. There were no acceptable Qualified Bids at the Auction for the remaining twenty-four (24) restaurants at this time.<sup>1</sup>

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<sup>1</sup> Late in the Auction, Burger King Company informed the Debtors that it might be interested in acquiring three (3) of the Debtor’s restaurants in Wyoming, those restaurants bearing Store Nos. 2178, 9507, and 17794. The Debtors and BKC continue to explore the possible sale of these restaurants and, if they come to an agreement prior to the

5. Prior to the conclusion of the Auction, the Debtors, in consultation with (i) the Chief Restructuring Officer, Michael Thatcher, (ii) Debtors' counsel, (iii) Hilco Corporate Finance, LLC ("Hilco"), the Debtors' Investment Banker in the Bankruptcy Case, (iv) Burger King Company LLC ("BKC"), and (v) the Official Committee of Unsecured Creditors (the "Creditors' Committee") (collectively, the "Consultation Parties"), reviewed and considered each Qualified Bid and determined the Winning Bid, Winning Bidder and the Back-Up Bidder, if any. *Bidding Procedures Order*, Ex. 1, Docket No. 411, pp. 9-10 at Sec. I.

6. After consultation with the Consultation Parties, the Debtors accepted the following bids and in their reasonable business judgment designated such as "Winning Bids" under the Bidding Procedures Order:

- a. Arizona: With respect to Store Numbers 2982, 6315, 6787, 6879, 9644, 11383 and 14184 in Arizona (the "KRAF Locations"), **KRAF, Inc.** is the Winning Bidder for the KRAF Locations at a cash purchase price of \$7,000,000. The Debtors had an initial stalking horse bid of \$7,000,000 (including a provision for \$1,500,000 of the purchase price to be placed into a Construction Holdback escrow to address hurricane damage sustained at the restaurant located at 415 S. State Route 90 Bypass, Sierra Vista, Arizona) from KRAF, Inc.
- b. Kansas/Nebraska: With respect to Store Numbers 3597, 4582, 5492, 5880, 7061, 10218, 10701, 14234, 21514, 25701, 26116 in Kansas, and Store Numbers 4247, 5167, 6677, 12128, and 17904 in Nebraska (together, the "Kansas King Locations"), **Kansas King, Inc.** is the Winning Bidder for the Kansas King Locations at a cash purchase price of \$700,000, plus additional support funding as

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September 25, 2023 sale hearing, will ask the Court to approve that additional sale as well. As a result, the Auction was not formally concluded as of filing this Notice of Auction.

agreed to be provided by BKC in the amount of \$1,508,948, for a total cash bid of \$2,208,948. Kansas King, Inc. is also assuming the store-level accrued PTO for the store-level employees at the Kansas King Locations. Kansas King, Inc. is expressly not assuming any contracts/leases involving Varilease Financial Inc.

- c. Minnesota/North Dakota: With respect to Store Numbers 4934 and 11345 in Minnesota, Store Number 25583 in Montana, and Store Numbers 1589, 2209, 8836, 9915, 11084, 11142, 22109, 22687, and 23092 in North Dakota (together, the “DRP Locations”), **Dakota Restaurant Partners Inc.** is the Winning Bidder for the DRP Locations at a cash purchase price of \$3,275,000, plus an additional \$129,000 as payment for certain inventory and cash on hand (calculated at \$10,000 per restaurant for inventory and \$750 per restaurant for cash on hand), for a total cash bid of \$3,404,000.
- d. Montana (three locations): With respect to Store Numbers 7518, 9036, and 22961 in Montana (together, the “SRF Locations”), **Snake River Foods, Inc.** is the Winning Bidder for the SRF Locations at a cash purchase price of \$600,000, plus an additional \$32,250 as payment for certain inventory and cash on hand (calculated at \$10,000 per restaurant for inventory and \$750 per restaurant for cash on hand), for a total cash bid of \$632,250. Snake River Foods, Inc. is also assuming the store-level accrued PTO for the store-level employees at the SRF Locations.
- e. Montana (remaining locations): With respect to Store Numbers 1666, 2195, 5165, 6608, 8411, 9084, 9257, 11413, 13158, 13293, 17433 and 26151 in Montana (together, the “BKC Montana Locations”), **Burger King Company LLC** is the

Winning Bidder for the BKC Montana Locations at a cash purchase price of \$1,375,000. As part of its bid for the BKC Montana Locations, BKC has additionally agreed to waive the cure amounts for royalties and advertising fees under the franchise agreements for the BKC Montana Locations, and has also agreed to waive all post-petition royalties and advertising fees under the franchise agreements for the other stores operating by Debtor HR. BKC is also assuming the store-level accrued PTO for the store-level employees at the BKC Montana Locations.

- f. Utah: With respect to Store Numbers 7233, 7837, 9601, 9661, 9949, 9960, 10457, 10484, 10511, 10519, 10625, 12902, 14035, 24378, 24943, 25282, and 25484 in Utah (together, the “BKC Utah Locations”), **Burger King Company LLC** is the Winning Bidder for the BKC Utah Locations at a cash purchase price of \$3,002,000. As part of its bid for the BKC Utah Locations, BKC has additionally agreed to waive the cure amounts for royalties and advertising fees under the franchise agreements for the BKC Utah Locations, and has also agreed to waive all post-petition royalties and advertising fees under the franchise agreements for the other stores operating by Debtor MR. BKC is also assuming the store-level accrued PTO for the store-level employees at the BKC Utah Locations.
7. BKC has approved all Winning Bidders as potential buyers/franchisees under the applicable BKC Franchise Agreements.
8. The Debtors, in their reasonable business judgment and after consultation with the Consulting Parties, agreed that **Burger King Company LLC** is the bound Back-Up Bidder for the SRF Locations, on the same terms and conditions as the Winning Bids for such locations.

9. Pursuant to the Winning Bids and the Backup Bids, and except as specifically stated herein, any Cure Costs for assumed and assigned contracts and leases shall be paid by the buyers, and the Debtors estimate that such Cure Amount total approximately \$6,411,232 for all sold restaurant locations.

10. The Debtors are providing this Notice to counterparties of any assumed and assigned executory contracts and unexpired leases subject to the Winning Bids and Back-Up Bids.

11. The Bidding Procedures Order provides that the Sale Hearing will be held virtually on **Tuesday, September 26, 2023 at 1:30 p.m. (prevailing Mountain Time)**, before the Honorable Kevin Anderson, United States Bankruptcy Judge, via Zoom hearing. At the Sale Hearing, the Debtors will request that the Bankruptcy Court enter an order approving the sales of the purchased assets to the Winning Bidders as described herein.

DATED September 20, 2023.

Respectfully submitted,  
RAY QUINNEY & NEBEKER P.C.

By: /s/ Michael R. Johnson  
Michael R. Johnson (7070)  
David H. Leigh (9433)  
Elaine A. Monson (5523)  
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-- and --

MARKUS WILLIAMS YOUNG &  
HUNSICKER LLC

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James T. Markus  
Matthew T. Faga  
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Email: mfaga@markuswilliams.com  
Email: lbryan@markuswilliams.com

*Counsel for the Debtors-In-Possession*

**CERTIFICATE OF SERVICE**

I hereby certify that on September 20, 2023, the foregoing **REPORT OF AUCTION** was electronically filed with the Clerk of Court using CM/ECF system, and therefore served via CM/ECF on all parties and counsel of record in these chapter 11 cases.

/s/ Serina Schaefer

For Markus Williams Young & Hunsicker LLC



**EXHIBIT 2**

**Adequate Assurance of Winning Bidder**

09/20/2023

**Statement of Adequate Assurance**

To whom it may concern:

Dakota Restaurant Partners Inc. is set up for success. Jen Dirk is our operating partner living in North Dakota. She got her first job at the Burger King in Mandan, which is part of this portfolio, and now 30 years later she is in the position to be the franchisee of this restaurant and the others we won in the bidding process. Ayaz Virji is a partner who comes with 15 years of experience with the Burger King brand as a franchisee and operator. He has been an A operator in the system and has been highlighted for operations and profitability by the franchisor. Neeraj Paul is our partner that has been an entrepreneur for the last 15 years. He has had a successful track record operating several Chevron Gas Stations and several G6 and Choice brand hotels in the hospitality space.

Our financial wherewithal comes from the resources that Ayaz and Neeraj bring to the table. Ayaz is a successful Burger King operator who has 8 restaurants and 1 hotel that he owns solely. Neeraj is a successful Chevron operator with 6 gas stations he owns solely and 9 hotels that he operates in partnership and some solely. Both Neeraj and Ayaz have been looking for an opportunity to expand their portfolios, and the Meridian offering in North Dakota made sense. Ayaz Virji has a long-term relationship with Flagstar Bank who will finance the restaurants and has already lent money for his existing Burger Kings. In fact, Flagstar has \$250M lent out to Burger Kings nationwide. John R. Black is our franchise financing expert with 33 years of industry-related experience. As a national franchise finance manager for Flagstar Bank, he will personally lead the process to fund the loan for Dakota Restaurant Partners Inc. and has already given the CRO committee the sufficiency of funds conversation that was requested.

The three partners have the right ingredients for success. We are looking forward to taking over these stores and making them top tier, which in return will increase traffic and revenue. We have the capital to close on the purchase agreement plus the funds to get the restaurants to a gold standard for Burger King in image and R&M. This is a very exciting opportunity for our business group.

We can be reached at (408)316-9400 if you have any questions or need any additional information.

**Ayaz Virji – President of Are You Hungry Inc.(A Franchisee of Burger King)**

Ayaz Virji is the Owner Operator of Are You Hungry, Inc. where he manages and operates Burger King restaurants in the Oregon area.

Ayaz understands that the pathway to success is not always straight and narrow, and by using creative techniques, Ayaz helps his team successfully deliver a best of its class experience in the hamburger sector of QSR.

After gaining experience working for 18 months in a Burger King restaurant after graduating from San Jose State University with a Major in Communication Studies and a double Minor in Business Mgmt. and Hospitality, Ayaz set out to acquire his first Burger King restaurant that delivered exceptional results and led to his success.

Since becoming a Burger King franchisee, he has acquired multiple franchises and landed as one of the top performers for operations in the Burger King system. Ayaz serves as President for the Great Western Franchisee Association, Member of Burger King's Presidents Round Table, and Member for Restaurant Brand International Inclusion and Diversity Council.

He is passionate about encouraging employees, vendors, and fellow franchisees to break out of traditional ways and in seed meritocracy, which in return leads to guest satisfaction and increased revenue and traffic.

In his spare time, Ayaz likes to exercise, watch sports, angel invest in startups, and spend time with his wife and two kids.



**Neeraj Paul – President of Madison Avenue P & L Enterprise, Inc.**

Neeraj Paul is the Owner of Madison Avenue P & L Enterprise, Inc. where he manages and operates Chevron gas stations in California and Motel 6 locations in the California & Washington area.

Neeraj, has learned that teamwork and leadership are fundamental in building a operating structure in order to grow. Neeraj takes pride in having his locations perform at the top of their class, he strives on being a team player and teaching by example.

Neeraj, first started off graduating at UC Irvine where he got a Major In Economics/Sociology with a minor in Accounting. He then was working at WM Financial Services where he learned valuable sales and financial knowledge. Neeraj then worked towards owning his own Chevron and Arco Am/pm stations where he built out to 10 locations before pursuing opportunities in the hospitality arena. Where within three years, he went from 1 location to 9 locations in two states.

Neeraj has worked hard with his locations to consistently rank in the top 10% of operators in regards to quality, growth, and service rankings.

Neeraj enjoys working with employees, customers and spending time on the floor of his locations learning from customers and staff. He understands that the real work is in the field, learning how to improve operations which ultimately leads to greater satisfaction amongst staff and customers, which leads to greater profits.

Neeraj is a dedicated husband and father to three children. He enjoys spends time teaching his children or traveling whenever the opportunity arrises.



## Jen Dirk

- ✓ Performance-driven Vice President with 20 years of experience aligning systems with business requirements, policies, and regulatory requirements
- ✓ Passionate about applying excellent organization and communication skills to manage and lead teams
- ✓ Results-oriented individual well-versed in interfacing and consulting on business processes to drive results based on sound overall business judgment
- ✓ Senior VP of Operation for current Burger King Franchisee operating 120 stores.
- ✓ 30 years in the BK brand, starting as a TM working my way up to SVP of Ops
- ✓ 22 years in a leadership role
- ✓ Director of the year in 2017
- ✓ Led in remodeling restaurants and new openings
- ✓ Improved PLV for 95 restaurants by 2% within a 3 month period